

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
 AGENDA ITEM SUMMARY

BLUE SHEET NO: 20040906-UTL

**1. REQUESTED MOTION:**  
**ACTION REQUESTED:**

Authorize Chairman on behalf of the BOCC to: 1) execute and approve recording of an "Agreement for the Delivery and Use of Reclaimed Effluent Water" between Lee County and Paradise Yacht Club, Inc.- (owners of the Lochmoor Country Club); 2) approve Easement Purchase Agreement for the Lochmoor Reuse Storage Tank Project No. 7256, in the amount of \$36,900.00; (3) authorize payment of costs and fees to close; and (4) authorize Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:**

Lee County Board of County Commissioners approval is required for execution of the Agreements, and acceptance of related easements.

**WHAT ACTION ACCOMPLISHES:**

The easements will provide for the placement of necessary infrastructure to increase the supply of reclaimed water for bulk users and to reduce the discharge of reclaimed water into the Caloosahatchee River. The Agreement will formalize the terms with which reclaimed water will be delivered to the Lochmoor Country Club.

**2. DEPARTMENTAL CATEGORY:** 10  
**COMMISSION DISTRICT #:** 4

C10A

**3. MEETING DATE:**

08-24-2004

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 125
  - ORDINANCE
  - ADMIN. CODE
  - OTHER Agmts, Easements

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, I.E., Utilities Director
- DATE: 8/5/04

**7. BACKGROUND:**

Lee County purchased the Waterway Estates Wastewater Treatment Plant from Avatar Inc. in April of 1999. At that time, Lee County Utilities (LCU) recognized the need to provide off-site storage of reclaimed water to maximize the utilization of reclaimed water produced by the facility. Increasing the storage capacity also reduces the discharge of reclaimed water into the Caloosahatchee River.

LCU identified the most practical location for placement of the storage and pumping facility. The selected site was located on Lochmoor Country Club's property.

(CONT'D.)

**MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
J. Lavender Date: 8-5-04	Cindy Logan C. Logan 8/6/04	N/A	K. Forsyth Date: 8/9/04 B. Dearborn Date: 8/9/04	S. Coovert Date: 8/9/04	8/9/04	8/10/04	8/10/04	8/9/04	J. Lavender Date: 8-5-04

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
 Date: 8/9/04  
 Time: 2:00  
 Forwarded To:

RECEIVED BY  
 COUNTY ADMIN: PM  
 8/9/04  
 2:30 PM  
 COUNTY ADMIN  
 FORWARDED TO:  
 8/11/04  
 11:00 am

LCU determined the project would qualify for funding under the South Florida Water Management District's Alternative Water Supply Grant program. The grant was applied for and awarded in May of 2001, in the amount of \$100,000.00.

A special exception from zoning was granted on July 30, 2003 that allows for the construction of the facilities.

Design for the project is now complete.

Funds are available for construction of the facility in LCU's capital improvement budget.

The County is acquiring a Ninety-Nine Year Utility Easement and a Ninety-Nine Year Access Easement, from Paradise Yacht Club, Inc., a Florida Corporation, for placement of a reclaimed water storage tank and related pumping station. The easements are located on a portion of Strap Number 16-44-24-15-0000A.0000, in North Fort Myers.

The purchase price for the easements is \$36,900.00, with costs to close of approximately \$1,200.00. The property was appraised by Woodward S. Hanson, MAI, CRE, CCIM, of Hanson Real Estate Advisors, Inc. formerly Integra Realty Resources.

Funds are available for acquisition in Account No. 20725648713.506110.

Attachments: Agreement for the Delivery and Use of Reclaimed Effluent Water  
Easement Purchase Agreement  
Affidavit of Interest in Real Property  
Title Search, and Appraisal Letter

◆◆◆

This instrument prepared by:  
Division of County Lands  
P. O. Box 398  
Ft. Myers, Florida 33902-0398

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

**AGREEMENT FOR THE DELIVERY  
AND USE OF RECLAIMED EFFLUENT WATER**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2004, between PARADISE YACHT CLUB, INC., a Florida corporation, and its assigns and successors in interest, hereinafter referred to as the "USER," and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

**WITNESSETH:**

WHEREAS, the COUNTY owns, maintains, and operates wastewater treatment facilities in Lee County and intends to produce treated effluent of a quality for the irrigation of grasses, woodlands, and certain crops; and

WHEREAS, the COUNTY desires to deliver this treated effluent for irrigation use by others as a means of effluent disposal; and

WHEREAS, the COUNTY intends to utilize a reclaimed effluent distribution system in order that delivery can be made directly to USER; and

WHEREAS, USER now owns or otherwise controls the land upon which the reclaimed effluent water is to be used for irrigation purposes; and

WHEREAS, the COUNTY BELIEVES THAT IT IS IN THE BEST PUBLIC INTEREST TO ENTER INTO THIS Agreement in order to further dispose of effluent water from its wastewater treatment facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the USER AND COUNTY do hereby agree as follows:

1. **EASEMENTS**

(a) If the Point of Delivery is within the USER'S property, the USER will grant to the COUNTY, an easement for operation and maintenance of the delivery system for the reclaimed effluent water on the USER'S property. The easement agreement itself, and the legal description of the property subject to the easement are incorporated by reference, attached hereto as Exhibit A, and made a part of this Agreement.

## **2. TERMS OF THE AGREEMENT**

The COUNTY shall deliver and the USER shall accept and use reclaimed effluent water produced by the COUNTY from one of its wastewater treatment facilities, and this Agreement shall be effective on the date of the execution and for a term of ninety-nine (99) years from \_\_\_\_\_, 2004. The term of this Agreement shall be renewed automatically from year to year beyond the initial ninety-nine year term, unless terminated by the USER by written notice not less than one (1) year (365 days) in advance or by the COUNTY by written notice not less than one (1) year (365 days) in advance of the anniversary of the commencement of each renewal.

## **3. USE OF RECLAIMED WATER: USER'S IRRIGATION SYSTEM**

(a) The USER shall use reclaimed water delivered by the COUNTY for agricultural or urban irrigation; to include, but not be limited to, golf courses, lawns, and roadway right-of-way, or other purposes in any manner determined by the USER, except that use of the reclaimed water shall be consistent with all local, state, and federal regulations, and in such a manner as not to require a federal wastewater discharge permit.

(b) The USER agrees to receive reclaimed water within thirty (30) days of receipt of written notice from the COUNTY that deliveries will commence. The USER shall be solely responsible for the operation and maintenance of all portions of the USER'S irrigation system located within the boundaries of USER'S property and in accordance with the conditions established in Exhibit B of this Agreement.

## **4. WATER QUALITY**

Reclaimed water delivered by the COUNTY to USER under this Agreement shall be treated to levels acceptable to meet the requirements of Chapter 62-610 Florida Administrative Code and F.D.E.P. requirements for irrigation on lands for public access.

## **5. VOLUME OF WATER: DELIVERY SCHEDULE**

The COUNTY will deliver reclaimed water and the USER shall accept and use a volume of gallons of reclaimed water per day in accordance with the conditions established in Exhibit B. The COUNTY will require the USER to install appropriate meters at the Point of Delivery so that the volume of reclaimed water delivered will be monitored.

## **6. POINT(S) OF DELIVERY**

The Point(s) of Delivery of reclaimed water from the COUNTY to the USER is immediately downstream of the meter. The COUNTY shall own, operate, and maintain the reclaimed water distribution system upstream of the Point(s) of Delivery. The USER shall own, operate, and maintain all works downstream of the Point(s) of Delivery.

The USER shall provide, in a manner approved by the appropriate regulatory agencies, a positive check-valve between the reclaimed water irrigation system and any other irrigation water source(s). The cost of such check-valve and its installation shall be borne by the USER, and the complete operation of the check-valve shall be the responsibility of the USER. The USER agrees to identify to the COUNTY all well(s) connected to the irrigation system. The USER may continue to use its existing well(s) and/or lake or pond water source(s) for its irrigation system, provided that the two are not operated simultaneously.

It shall be the USER'S responsibility to construct all lines, etc., necessary to extend reclaimed water lines from proposed Point of Delivery.

#### **7. DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS**

(a) Adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery schedule. The USER shall have the right to restrict the use of the reclaimed water to be delivered in the event of adverse weather conditions or unforeseen circumstances. The USER shall not restrict the use of reclaimed water until all alternate application sites available to the USER have been utilized to their capacity. Notice to the COUNTY of the USER'S intent to restrict the use of the reclaimed water shall be in writing and accepted by the COUNTY in advance. If advance notice to the COUNTY is not practical, then the USER shall give oral notice of the restriction to the COUNTY immediately, to be followed by a written document as soon as it is practical, fully describing the circumstances for the restriction.

(b) Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 5. Each USER shall have the right to draw additional water, subject to availability of reclaimed water supplies. During any period in which more than one USER exercises the right to draw additional reclaimed water, the COUNTY will furnish water, if available, as the transmission and delivery systems are capable of handling.

(c) If the COUNTY'S transmission or distribution system fails for reasons or events beyond the COUNTY'S control, then delivery of reclaimed water under the requirements of this Agreement may be interrupted or limited in quantity.

#### **8. EMERGENCY SITUATIONS**

The COUNTY shall not be held liable by the USER for failure to deliver reclaimed water if an emergency situation preventing such delivery exists.

If and when emergency situations occur, notice to the USER shall be in writing and accepted by the USER in advance. If advance notice to the USER is not practical, then the COUNTY shall give oral notice of the restriction to the USER immediately, to be followed by a written document as soon as it is practical, fully describing the nature of the emergency and the anticipated duration.

## 9. TERMINATION OR ASSIGNMENT

(a) The USER may have the right to terminate its obligations under this Agreement only upon two (2) years advance written notice to the COUNTY. The USER shall be liable for all costs and expenses that the COUNTY may incur for developing any alternate method of disposal of the effluent not taken as the result of the USER'S termination, unless such termination is mandated by a State or Federal regulatory agency.

(b) The COUNTY shall have the express right to collect from USER, all costs expended by the COUNTY that are associated with any alternate method of disposal of the effluent not taken as the result of the USER'S termination, subject to the condition in Part 9(a) above.

(c) The COUNTY shall have the right to terminate this Agreement if performance is prevented by third-party litigation or any other event beyond the control of the COUNTY. In the event of termination, the COUNTY, at its expense, agrees to remove all improvements constructed hereon and return the property to its prior condition.

(d) The COUNTY shall have the right to transfer all or any part of the treatment or distribution facilities to others and to assign all or any part of its rights and obligations under this Agreement to others who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

## 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

If for any reason during the term of this Agreement, Local, State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

## 11. TRANSFER OR MODIFICATION OF USER'S COMMITMENT

Sale of Land: The USER'S right to sell, transfer or encumber the land described in Exhibit A shall not be restricted by this Agreement, except that immediate written notice of any proposed sale or transfer must be given to the COUNTY at the address noted in Section 20 herein, and any subsequent party in interest shall be obligated to receive and use the allocation of reclaimed water described in Paragraph 5 and the buyer or transferee must execute and deliver to the COUNTY prior to the sale or transfer, an acknowledgement and acceptance of the prior USER'S commitment under the same terms and conditions of this Agreement. In effect, this Agreement shall run with the land, and as such, shall be properly filed with the Property Records of Lee County, Florida.

## 12. INDEMNIFICATION

(a) To the extent permitted by Florida Law, the COUNTY shall indemnify and hold harmless the USER, including its officers, directors, members, employees and agents, against any and all claims, actions, suits, proceedings, costs, expenses, damages or liabilities arising out of any injury, illness, or disease to persons or property alleged to have been caused directly or indirectly, in whole or in part, by the reclaimed water furnished by the COUNTY at Florida Department of Environmental Protection (FDEP) Standards, to the USER hereunder.

(b) COUNTY agrees that it will not, in its use of the Property, store or release or allow to be disposed of or released any gasoline, oil or petroleum derivatives, paint products, toxic substance, hazardous substance, solid waste, wastes, or contaminant on the Property (the terms "hazardous substance" and "release" shall have the meanings specified in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended from time to time, also known as "Superfund", the terms "solid waste" and "disposal", "dispose" or "disposed" shall have the meanings specified in the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended from time to time, and the terms "wastes" and "contaminant" shall have the meanings specified in the State of Florida's 1974 Resource Recovery and Management Act ("RRMA"), as amended from time to time, except that if such acts are amended or other rules, regulations or statutes are enacted to broaden the meanings thereof, the broader meaning shall apply herein).

COUNTY shall, to the extent provided in Section 768.28, Florida Statutes, defend, indemnify and hold USER harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, arising out of any claim asserted by any person, entity, agency, organization or body against USER, as a result of COUNTY'S negligence, or asserted by any person, entity, agency, organization or body against USER, in connection with liability associated with cleaning up, removing disposal of or otherwise eliminating any oil or petroleum derivatives, toxic substance, hazardous substance, solid waste, wastes, or contaminant, from the Property caused by COUNTY. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes fines or expenses incurred by USER under CERCLA, under RCRA or under RRMA.

(c) The obligation of the COUNTY to indemnify the USER shall be conditioned upon the compliance of the USER with all regulatory agency requirements and regulations for the use of the reclaimed water from the point of the USER'S control, provided that the noncompliance with the said regulations by the USER is the primary or proximate cause of the alleged injury, illness or disease to persons or to property.

(d) The USER shall save and hold harmless and indemnify COUNTY, its agents, representatives, servants and employees, insofar as it legally may from all claims costs, penalties, damages and expenses (including attorney's fees) arising out of the following:

1. Claims related to the USER'S construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the USER for effluent disposal and reuse;
2. Claims arising out of USER'S negligence or omissions upon any areas controlled by COUNTY that are contained within, adjoining or abutting USER'S property, or claims arising out of USER'S negligence or omissions within an area controlled, operated, or maintained by USER;
3. Claims or demands that the use of the reclaimed irrigation water by the USER in the manner set forth in this Agreement constitutes a nuisance, or is in violation of Statutes or regulations, within or upon any areas controlled, operated, or maintained by USER, excepting therefrom any claims based on the water quality of the treated effluent being furnished by COUNTY to USER.

USER'S indemnification of the COUNTY in the above listed claims are subject to the terms and conditions contained in Paragraphs 7 and 8 of this Agreement.

#### **13. RIGHT TO SET RATES, FEES AND CHARGES**

Nothing in this Agreement shall be construed as affecting in any way COUNTY'S right and obligation to set fees, rates and charges, and its authority to regulate the delivery, storage, use, or spraying of effluent. COUNTY specifically, and without limitation, reserves the right to set rates, fees and charges for the provision of treated effluent in accordance with the authority vested in COUNTY and in accordance with the rules, regulations, and procedures prescribed for COUNTY under the Laws of Florida.

#### **14. CHARGES AND RELATED CONSIDERATIONS**

For furnishing of the reclaimed water, the COUNTY'S current charge is \$0.16 per 1,000 gallons. The COUNTY shall bill the USER monthly on the number of gallons actually used. Payment shall be made to the COUNTY within 30 days following receipt of the bill.

If the USER demonstrates to the COUNTY that the USER is committed to utilizing reclaimed water during the "wet season" (May through September) the USER may request a reduction in its rate of an additional \$.08 per 1,000 gallons. Demonstration of commitment to utilize reclaimed water during the wet season will be determined by examination of the COUNTY'S billing records and comparing the USER'S annual daily average usage with the average daily usage during wet season. If records of the USER'S actual average daily usage during the wet season exceed fifty percent of the USER'S actual annual daily average usage, the COUNTY will grant the USER'S request for a rate reduction.



15. **ACCESS**

The COUNTY shall have the right, at any reasonable time and upon written notice to the USER in advance, to enter upon the property of the USER to review and inspect the practices of the USER with respect to conditions agreed to herein, to include compliance with any and all Local, State and Federal regulatory agencies.

Such entry shall normally be for the purpose of review of the operation of reclaimed water irrigation system, for inspection of COUNTY-owned mains and appurtenances, and for sampling at any monitoring wells located on the property of the USER. The USER has the option of having a representative accompany the COUNTY personnel. All such on-site monitoring will be at COUNTY'S expense.

The USER shall have the right, at any reasonable time and upon written notice to the COUNTY in advance, to enter upon the property of the COUNTY to review and inspect the practices of the COUNTY with respect to conditions agreed to herein, to include compliance with any and all Local, State and Federal regulatory agencies.

16. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

17. **SEVERABILITY**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

18. **LAND USE APPROVALS**

This Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) denying, refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the real property in the irrigated area.

19. **APPLICABLE LAW**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

20. **NOTICES**

All notices required or authorized under this Agreement shall be given in writing and shall be served by mail on the parties at the addresses below:

COUNTY: LEE COUNTY UTILITIES  
Post Office Box 398  
Fort Myers, FL 33902-0398

USER: PARADISE YACHT CLUB, INC.  
7401 Bay Colony Drive  
Naples, FL 34108

21. **WAIVER OF RIGHTS AFFORDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**

The USER acknowledges having been informed of his rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The USER also acknowledges receipt of a copy of EPA Regulations and Implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and hereby voluntarily waives these rights.

22. **EXHIBITS AND ADDENDUMS**

This Agreement incorporates the following exhibits and addendums which are specifically made a part of this Agreement:

Exhibit A: Ninety-Nine Year Utility and Access Easements

Exhibit B: Contract Conditions between Lee County and Paradise Yacht Club.

IN WITNESS WHEREOF, this Agreement, with its attached Exhibits and Addendums, constitutes the entire Agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein. Modifications to and waivers of the provisions herein shall be made in writing by the parties hereto.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Paradise Yacht Club, Inc., a Florida Corporation

Ruth Wehbeking  
1<sup>st</sup> Witness

J. D. Charne

Krista A. Haiflich  
2<sup>nd</sup> Witness

Title: President

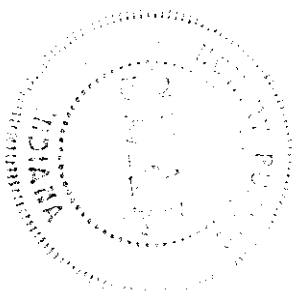
STATE OF Indiana )  
 ) SS:  
COUNTY OF Allen )

The foregoing instrument was signed and acknowledged before me this 28 day of July, 2004 by June Du Charme, President of Paradise Yacht Club, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or who has produced in person as identification.

Krista A. Haiflich  
Notary Public Signature

(NOTARY SEAL)

Printed Name of Notary Public  
KRISTA A. HAIFLICH, Notary Public  
Allen County, State of Indiana  
My Commission Expires 9/20/2007



ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: Deputy Clerk

Chairman

Approved As To Form:

Office of County Attorney

**THIS SPACE FOR RECORDING**

**GRANT OF AN EXCLUSIVE, NINETY-NINE (99) YEAR UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between Paradise Yacht Club, Inc., a Florida Corporation, Owner, whose address is 7401 Bay Colony Drive, Naples, Florida 34108, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a ninety-nine (99) year utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain certain public utility facilities, to wit: a reclaimed water storage tank, with all appurtenances thereto, to be located on, under, above, across, through and within the exclusive easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and maintain said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The exclusive utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this exclusive easement is to be reserved for the public utility lines, water storage tanks, mains, or other utility facilities, and for any landscaping (excluding trees that may negatively impact the intended use). Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. Grantor covenants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines, electrical transmission or distribution lines, telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of the described real property (Exhibit "A"), having good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this easement and the quiet possession thereof against all claims and demands of all other entities.

6. The existing golf cart path within the easement area will remain and public use of the path will continue.

7. The term of this easement shall commence on the date accepted by the Lee County Board of County Commissioners on behalf of Lee County, and shall terminate after a term of ninety-nine (99) years.

8. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 28 day of July, 2004.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Paradise Yacht Club, Inc., a Florida Corporation

Ruth Woebeking  
1st WITNESS Signature

By: J. S. Charne

Ruth Woebeking  
Printed name of 1st Witness

President  
Title

Kristi A. Haiflich  
2nd WITNESS Signature

(CORPORATE SEAL)

Kristi A. Haiflich  
Printed name of 2nd Witness

STATE OF Indiana )

COUNTY OF Allen )

The foregoing instrument was acknowledged before me this 28 day of July, 2004,  
by DUANE DuCHARME, President of Paradise  
(name of officer or agent, title of officer or agent)

Yacht Club, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has  
produced in person as identification.  
(type of identification)

Kristi A. Haiflich  
(Signature of Notary Public)

KRISTI A. HAIFLICH, Notary Public  
(Name typed, printed or stamped) Allen County, State of Indiana  
(Title or Rank) My Commission Expires 9/20/2007  
(Serial Number, if any)

Project: Lochmoor CC Reuse Storage Tank, Project No. 7256  
STRAP No.: 16-44-24-15-0000A.0000

**This Space for Recording**

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**NINETY-NINE (99) YEAR ACCESS EASEMENT GRANT**

This document, made and entered into between Paradise Yacht Club, Inc., a Florida Corporation, Owner, whose address is 7401 Bay Colony Drive, Naples, Florida 34108, hereinafter "Grantor", and Lee County, a political subdivision of the State of Florida, P.O. Box 398, Fort Myers, Florida 33902-0398, hereinafter "Grantee".

**WITNESSETH:**

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, a ninety-nine (99) year access easement for the purpose of providing access to Grantor's adjacent property, so that Grantee's employees, consulting engineers, contractors, and other representatives, vehicles, and equipment will have ingress and egress for construction and perpetual maintenance of a reclaimed water storage tank facility, together with all appurtenances.  
The access easement is situated in Lee County, Florida, more particularly described in Exhibit "B" attached hereto and incorporated herein.
2. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the adjacent property will be restored by the County to the condition in which it existed prior to the damage.
3. Grantor covenants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines, electrical transmission or distribution lines, telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of the described real property (Exhibit "B"), having good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the public records, and accordingly, Grantor will forever warrant and defend the title and terms to this easement and the quiet possession thereof against all claims and demands of all other entities.
4. The easement, rights and privileges granted herein are non-exclusive, and Grantor reserves the right to convey similar rights and easements to other persons, except those rights and easements that may interfere with and prevent the use by County of the easement. Grantor also retains, reserves, and will continue to enjoy use of the property for purposes that do not interfere with or prevent the use by Grantee of the easement.
5. The easement area will be jointly utilized for access to the golf course maintenance facility and to the reclaimed water storage tank facility. The existing golf cart path within the easement area will remain and public use of the path will continue.

Ninety-Nine (99) Year Access Easement Grant  
Project: Lochmoor CC Reuse Storage Tank, Project No. 7256

- 6. The term of this easement shall commence on the date accepted by the Lee County Board of County Commissioners on behalf of Lee County, and shall terminate after a term of ninety-nine (99) years.
- 7. This instrument will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 28 day of July, 2004.

TWO SEPARATE WITNESSES:

Paradise Yacht Club, Inc., a Florida Corporation

Ruth Woebeking  
1st WITNESS Signature

By: J. D. Charne

Ruth Woebeking  
Printed name of 1st Witness

PRESIDENT  
Title

Kristi A. Haiflich  
2nd WITNESS Signature

Kristi A. Haiflich  
Printed name of 2nd Witness

(CORPORATE SEAL)

STATE OF Indiana )  
COUNTY OF Allen )

The foregoing instrument was acknowledged before me this 28 day of July, 2004, by DUANE DuCHARME, President of Paradise Yacht Club, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced in person as identification.

(name of officer or agent, title of officer or agent)

(type of identification)

Kristi A. Haiflich  
Signature of Notary Public

(SEAL)

(Name typed, printed or stamped) KRISTIA HAIFLICH, Notary Public  
(Title or Rank) Allen County, State of Indiana  
(Serial Number, if any) My Commission Expires 9/20/2007

**FIGURE A-1**

PARADISE YACHT CLUB, INC., A Florida Corporation

**LEGAL DESCRIPTION OF PROPERTY TO BE SERVED**

TRACTS A, E, AND E-1, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

ALL OF TRACT F, AND LOT 98, ALONG WITH A PORTION OF TRACT B, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHWESTERLY CORNER OF TRACT F, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.87°00'00"E., ALONG THE NORTHERLY BOUNDARY OF SAID TRACT F, FOR A DISTANCE OF 474.61 FEET; THENCE RUN S.03°00'00"E., ALONG THE BOUNDARY OF SAID TRACT F, FOR A DISTANCE OF 1,125.28 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE BOUNDARY OF SAID TRACT F AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 335.00 FEET, THROUGH A CENTRAL ANGLE OF 13°00'00", SUBTENDED BY A CHORD OF 75.85 FEET AT A BEARING OF S.03°30'00"W., FOR A DISTANCE OF 76.01 FEET TO THE END OF SAID CURVE; THENCE RUN S.10°00'00"W., ALONG THE BOUNDARY OF SAID TRACT F, FOR A DISTANCE OF 395.29 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS S.45°35'19"E., A DISTANCE OF 200.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE BOUNDARY OF SAID TRACT F AND ALONG THE BOUNDARY OF TRACT B, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 248°49'23", SUBTENDED BY A CHORD OF 330.00 FEET AT A BEARING OF S.80°00'00"E., FOR A DISTANCE OF 868.56 FEET TO THE END OF SAID CURVE; THENCE RUN N.10°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 395.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 665.00 FEET, THROUGH A CENTRAL ANGLE OF 13°00'00", SUBTENDED BY A CHORD OF 150.56 FEET AT A BEARING OF N.03°30'00"E., FOR A DISTANCE OF 150.88 FEET TO THE END OF SAID CURVE; THENCE RUN N.03°00'00"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 1,128.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N.07°43'36"W., A DISTANCE OF 780.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, THROUGH A CENTRAL ANGLE OF 22°12'39", SUBTENDED BY A CHORD OF 300.48 FEET AT A BEARING OF N.71°10'05"E., FOR A DISTANCE OF 302.37 FEET TO THE END OF SAID CURVE; THENCE RUN N.60°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 283.57 FEET; THENCE RUN S.30°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 135.00 FEET; THENCE RUN N.60°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 51.84 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.73°29'00"W., A DISTANCE OF 260.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 13°29'01", SUBTENDED BY A CHORD OF 61.05 FEET AT A BEARING OF S.23°15'30"W., FOR A DISTANCE OF 61.19 FEET TO A POINT OF REVERSE CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,520.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", SUBTENDED BY A CHORD OF 786.81 FEET AT A

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**FIGURE A-1**

PARADISE YACHT CLUB, INC., A Florida Corporation

**LEGAL DESCRIPTION OF PROPERTY TO BE SERVED**

BEARING OF S.15°00'00"W., FOR A DISTANCE OF 795.87 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 26.97 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS S.55°35'19"E., A DISTANCE OF 200.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 248°49'23", SUBTENDED BY A CHORD OF 330.00 FEET AT A BEARING OF N.90°00'00"E., FOR A DISTANCE OF 868.56 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°00'00"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 26.97 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,190.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", SUBTENDED BY A CHORD OF 615.99 FEET AT A BEARING OF N.15°00'00"E., FOR A DISTANCE OF 623.09 FEET TO A POINT OF REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 590.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", SUBTENDED BY A CHORD OF 305.41 FEET AT A BEARING OF N.15°00'00"E., FOR A DISTANCE OF 308.93 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°00'00"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 105.00 FEET; THENCE RUN N.90°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE BOUNDARY OF LOT 98, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR A DISTANCE OF 120.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE BOUNDARY OF SAID LOT 98 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 395.00 FEET, THROUGH A CENTRAL ANGLE OF 15°20'18", SUBTENDED BY A CHORD OF 105.43 FEET AT A BEARING OF S.82°19'51"E., FOR A DISTANCE OF 105.74 FEET TO THE END OF SAID CURVE; THENCE RUN S.30°00'00"W., ALONG THE BOUNDARY OF SAID LOT 98, FOR A DISTANCE OF 97.15 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE BOUNDARY OF SAID LOT 98 AND SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", SUBTENDED BY A CHORD OF 320.94 FEET AT A BEARING OF S.15°00'00"W., FOR A DISTANCE OF 324.63 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 461.98 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS S.55°35'19"E., A DISTANCE OF 200.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 248°49'23", SUBTENDED BY A CHORD OF 330.00 FEET AT A BEARING OF N.90°00'00"E., FOR A DISTANCE OF 868.56 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°00'00"W., FOR A DISTANCE OF 461.98 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", SUBTENDED BY A CHORD OF 150.12 FEET AT A BEARING OF N.15°00'00"E., FOR A DISTANCE OF 151.84 FEET TO THE END OF SAID CURVE; THENCE RUN N.30°00'00"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 113.99 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N.22°25'12"E., A DISTANCE OF 455.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 455.00 FEET, THROUGH A CENTRAL ANGLE OF 22°24'37", SUBTENDED BY A CHORD OF 176.83 FEET AT A BEARING OF S.78°47'07"E., FOR A DISTANCE OF 177.97 FEET TO THE END OF SAID CURVE; THENCE RUN S.03°35'44"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 361.06 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS S.89°25'47"W., A DISTANCE OF 1,480.00 FEET THEREFROM; THENCE RUN

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**FIGURE A-1**

PARADISE YACHT CLUB, INC., A Florida Corporation

**LEGAL DESCRIPTION OF PROPERTY TO BE SERVED**

SOUTHWESTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,480.00 FEET, THROUGH A CENTRAL ANGLE OF 49°23'25", SUBTENDED BY A CHORD OF 1,236.66 FEET AT A BEARING OF S.24°07'29"W., FOR A DISTANCE OF 1,275.79 FEET TO THE END OF SAID CURVE; THENCE RUN S.48°49'12"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 665.00 FEET, THROUGH A CENTRAL ANGLE OF 23°20'46", SUBTENDED BY A CHORD OF 269.09 FEET AT A BEARING OF S.37°08'49"W., FOR A DISTANCE OF 270.97 FEET TO THE END OF SAID CURVE; THENCE RUN S.80°50'35"E., FOR A DISTANCE OF 142.24 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS S.60°12'07"E., A DISTANCE OF 530.00 FEET THEREFROM, THE SAME BEING A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE RUN SOUTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 72°39'45", SUBTENDED BY A CHORD OF 628.00 FEET AT A BEARING OF S.06°32'00"E., FOR A DISTANCE OF 672.15 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.47°06'17"W., A DISTANCE OF 400.00 FEET THEREFROM; THENCE RUN SOUTHERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 72°52'21", SUBTENDED BY A CHORD OF 475.14 FEET AT A BEARING OF S.06°27'33"E., FOR A DISTANCE OF 508.75 FEET TO THE END OF SAID CURVE; THENCE RUN S.30°01'54"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 513.46 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE BOUNDARY OF SAID TRACT B AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 59°09'08", SUBTENDED BY A CHORD OF 197.43 FEET AT A BEARING OF S.59°36'28"W., FOR A DISTANCE OF 206.48 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°11'02"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 275.00 FEET; THENCE RUN N.00°48'58"W., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 135.00 FEET; THENCE RUN S.89°11'02"W., ALONG THE BOUNDARY OF SAID TRACT B AND SAID TRACT F, FOR A DISTANCE OF 1,300.35 FEET; THENCE RUN N.00°48'58"W., ALONG THE BOUNDARY OF SAID TRACT F, FOR A DISTANCE OF 821.14 FEET; THENCE RUN N.00°10'46"W., ALONG THE BOUNDARY OF SAID TRACT F, FOR A DISTANCE OF 2,326.19 FEET, TO THE POINT OF BEGINNING.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTH LINE OF TRACT F, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.87°00'00"E.

PROPERTY AREA: 204.087 ACRES, MORE OR LESS.

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FIGURE A-1

PARADISE YACHT CLUB, INC., A Florida Corporation

LEGAL DESCRIPTION OF PROPERTY TO BE SERVED

A PARCEL OF LAND LOCATED IN A PORTION OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 34 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT I, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 34 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.00°48'58"W. ALONG THE WESTERLY BOUNDARY OF TRACT I OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 1,189.65 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TRACT G OF SAID LOCHMOOR, UNIT 1; THENCE RUN N.89°11'02"E. ALONG THE NORTHERLY BOUNDARY OF TRACT G OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 1,300.35 FEET; THENCE RUN S.00°48'58"E. ALONG THE EASTERLY BOUNDARY OF TRACT G OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 135.00 FEET TO A POINT ON THE BOUNDARY OF TRACT H OF SAID LOCHMOOR, UNIT 1; THENCE RUN N.89°11'02"E. ALONG THE NORTHERLY BOUNDARY OF TRACT H OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 275.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE BOUNDARY OF SAID TRACT H AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 59°09'08", SUBTENDED BY A CHORD OF 197.43 FEET AT A BEARING OF N.59°36'28"E., FOR A DISTANCE OF 206.48 FEET TO THE END OF SAID CURVE; THENCE RUN N.30°01'54"E. ALONG THE BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 383.46 FEET; THENCE RUN S.59°58'06"E. FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE BOUNDARY OF TRACT I OF SAID LOCHMOOR, UNIT 1.; THENCE RUN N.30°01'54"E., ALONG THE BOUNDARY OF TRACT I OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 130.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 460.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE BOUNDARY OF TRACT I OF SAID LOCHMOOR, UNIT 1 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 283.88 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 288.58 FEET TO THE END OF SAID CURVE; THENCE RUN N.84°05'12"E., FOR A DISTANCE OF 0.55 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 162°55'19", SUBTENDED BY A CHORD OF 108.78 FEET AT A BEARING OF N.02°37'33"E., FOR A DISTANCE OF 156.39 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 25°45'21", SUBTENDED BY A CHORD OF 40.12 FEET AT A BEARING OF N.65°57'26"W., FOR A DISTANCE OF 40.46 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.67°58'53"W., A DISTANCE OF 460.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 00°08'18", SUBTENDED BY A CHORD OF 1.11 FEET AT A BEARING OF N.22°05'16"W., FOR A DISTANCE OF 1.11 FEET TO THE END OF SAID CURVE; THENCE RUN N.68°05'47"E., FOR A DISTANCE OF 96.94 FEET; THENCE RUN S.69°54'04"E., FOR A DISTANCE OF 130.36 FEET; THENCE RUN S.13°07'46"E., FOR A DISTANCE OF 96.87 FEET; THENCE RUN S.84°50'51"E., FOR A DISTANCE OF 513.36 FEET; THENCE RUN S.17°02'36"W., FOR A DISTANCE OF 34.59 FEET; THENCE RUN S.00°59'45"E., FOR A DISTANCE OF 27.09 FEET; THENCE RUN S.17°48'11"W., FOR A DISTANCE OF 12.35 FEET; THENCE RUN S.06°41'20"W., FOR A DISTANCE OF 30.90 FEET; THENCE RUN S.00°03'21"E., FOR A DISTANCE OF 37.17 FEET; THENCE RUN S.39°20'09"W., FOR A DISTANCE OF 33.08 FEET; THENCE RUN S.23°29'33"W., FOR A DISTANCE OF 32.40 FEET; THENCE RUN S.24°22'26"W., FOR A DISTANCE OF 29.40 FEET; THENCE RUN S.15°39'23"W., FOR A DISTANCE OF 23.63 FEET; THENCE RUN S.04°36'55"W., FOR A DISTANCE OF 28.60 FEET; THENCE RUN S.47°47'28"W., FOR A DISTANCE OF 33.70 FEET; THENCE RUN S.04°54'51"W., FOR A DISTANCE OF 23.22 FEET; THENCE RUN S.47°37'04"W., FOR A DISTANCE OF 25.76 FEET; THENCE RUN N.50°41'41"W., FOR A DISTANCE OF 7.65 FEET; THENCE RUN S.51°32'37"W., FOR A DISTANCE OF 27.90 FEET; THENCE RUN S.23°27'25"W., FOR A DISTANCE OF 36.04 FEET; THENCE RUN S.09°29'24"W., FOR A DISTANCE OF 32.05 FEET; THENCE RUN S.47°33'20"W., FOR A DISTANCE OF 28.86 FEET; THENCE RUN N.59°17'56"W., FOR A DISTANCE OF 14.59 FEET; THENCE RUN S.51°25'29"W., FOR A DISTANCE OF 29.46 FEET; THENCE RUN S.85°54'16"W., FOR A DISTANCE OF

## FIGURE A-1

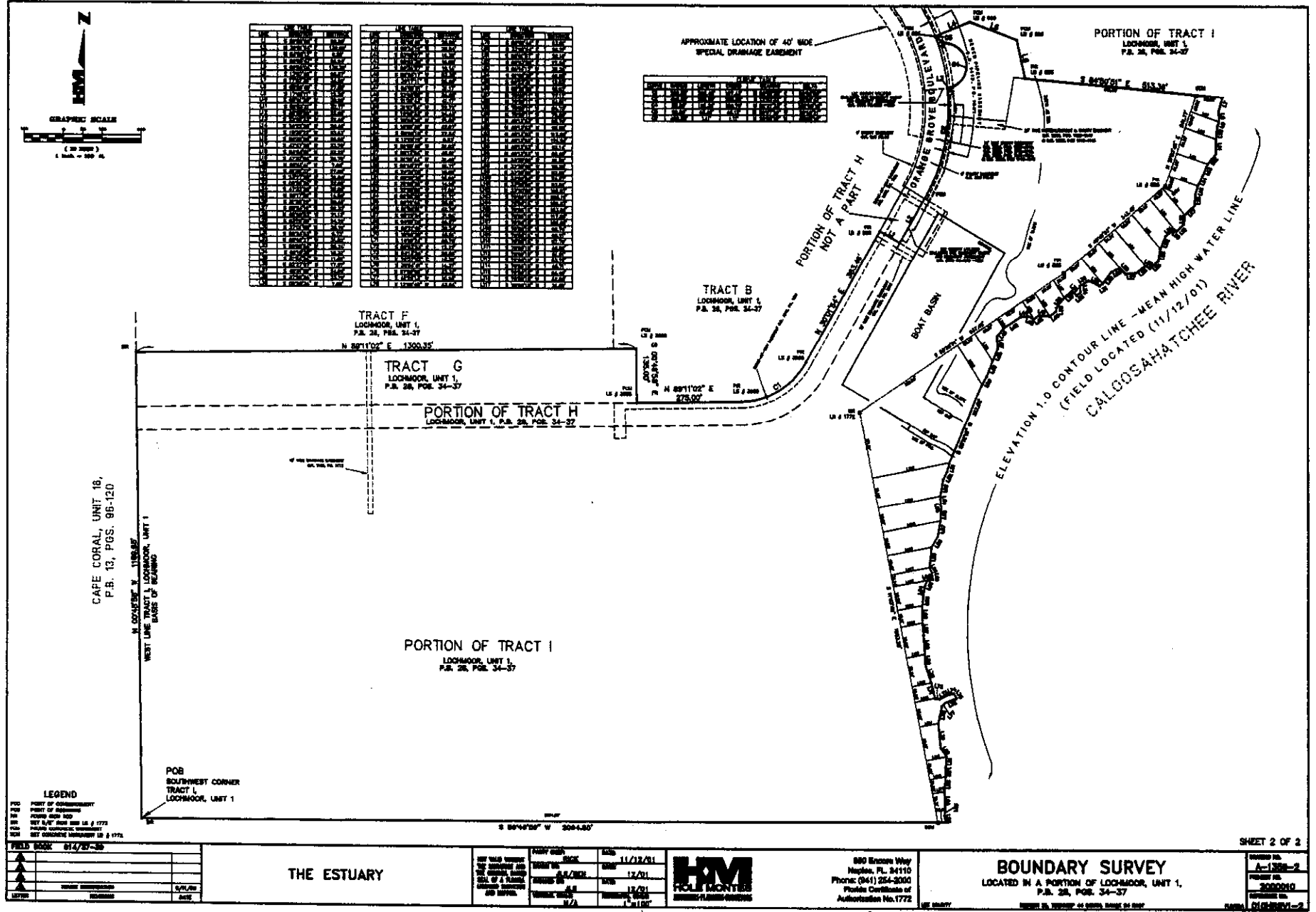
PARADISE YACHT CLUB, INC., A Florida Corporation

**LEGAL DESCRIPTION OF PROPERTY TO BE SERVED**

28.33 FEET; THENCE RUN N.45°40'53"W., FOR A DISTANCE OF 21.13 FEET; THENCE RUN S.83°18'30"W., FOR A DISTANCE OF 24.26 FEET; THENCE RUN S.37°01'08"W., FOR A DISTANCE OF 36.19 FEET; THENCE RUN S.59°24'53"W., FOR A DISTANCE OF 9.73 FEET; THENCE RUN N.65°49'27"W., FOR A DISTANCE OF 31.02 FEET; THENCE RUN S.60°08'54"W., FOR A DISTANCE OF 26.24 FEET; THENCE RUN S.05°15'39"E., FOR A DISTANCE OF 16.32 FEET; THENCE RUN S.51°54'24"W., FOR A DISTANCE OF 11.05 FEET; THENCE RUN N.52°27'07"W., FOR A DISTANCE OF 17.97 FEET; THENCE RUN S.48°31'59"W., FOR A DISTANCE OF 24.98 FEET; THENCE RUN S.37°28'24"W., FOR A DISTANCE OF 33.70 FEET; THENCE RUN S.02°25'34"W., FOR A DISTANCE OF 7.85 FEET; THENCE RUN S.52°10'46"W., FOR A DISTANCE OF 20.99 FEET; THENCE RUN N.85°24'19"W., FOR A DISTANCE OF 28.54 FEET; THENCE RUN S.53°45'07"W., FOR A DISTANCE OF 16.35 FEET; THENCE RUN N.65°02'30"W., FOR A DISTANCE OF 16.80 FEET; THENCE RUN S.86°34'57"W., FOR A DISTANCE OF 19.14 FEET; THENCE RUN S.56°54'17"W., FOR A DISTANCE OF 53.35 FEET; THENCE RUN S.39°17'11"W., FOR A DISTANCE OF 26.69 FEET; THENCE RUN S.04°09'01"E., FOR A DISTANCE OF 31.17 FEET; THENCE RUN S.23°40'08"W., FOR A DISTANCE OF 34.80 FEET; THENCE RUN S.21°30'43"W., FOR A DISTANCE OF 41.17 FEET; THENCE RUN S.31°57'54"W., FOR A DISTANCE OF 22.72 FEET; THENCE RUN S.23°12'16"W., FOR A DISTANCE OF 217.08 FEET; THENCE RUN S.15°59'33"W., FOR A DISTANCE OF 24.43 FEET; THENCE RUN S.26°40'10"W., FOR A DISTANCE OF 21.09 FEET; THENCE RUN S.10°00'36"W., FOR A DISTANCE OF 42.67 FEET; THENCE RUN S.00°48'18"E., FOR A DISTANCE OF 22.84 FEET; THENCE RUN S.12°20'18"E., FOR A DISTANCE OF 9.83 FEET; THENCE RUN S.05°06'49"W., FOR A DISTANCE OF 31.93 FEET; THENCE RUN S.09°13'04"W., FOR A DISTANCE OF 40.91 FEET; THENCE RUN S.31°20'44"W., FOR A DISTANCE OF 31.49 FEET; THENCE RUN S.05°48'27"W., FOR A DISTANCE OF 51.71 FEET; THENCE RUN S.24°39'05"E., FOR A DISTANCE OF 15.86 FEET; THENCE RUN S.05°25'32"E., FOR A DISTANCE OF 15.60 FEET; THENCE RUN S.78°08'28"W., FOR A DISTANCE OF 14.10 FEET; THENCE RUN S.22°58'06"W., FOR A DISTANCE OF 17.96 FEET; THENCE RUN S.08°58'20"W., FOR A DISTANCE OF 21.71 FEET; THENCE RUN S.06°19'44"W., FOR A DISTANCE OF 26.91 FEET; THENCE RUN S.01°04'01"E., FOR A DISTANCE OF 42.76 FEET; THENCE RUN S.05°25'54"E., FOR A DISTANCE OF 31.54 FEET; THENCE RUN S.04°07'08"E., FOR A DISTANCE OF 46.97 FEET; THENCE RUN S.04°21'46"E., FOR A DISTANCE OF 30.34 FEET; THENCE RUN S.18°40'29"E., FOR A DISTANCE OF 45.51 FEET; THENCE RUN S.14°16'24"E., FOR A DISTANCE OF 40.76 FEET; THENCE RUN S.80°53'53"E., FOR A DISTANCE OF 12.22 FEET; THENCE RUN N.64°13'24"E., FOR A DISTANCE OF 29.06 FEET; THENCE RUN N.78°37'03"E., FOR A DISTANCE OF 10.39 FEET; THENCE RUN S.30°54'41"E., FOR A DISTANCE OF 14.37 FEET; THENCE RUN S.67°59'06"W., FOR A DISTANCE OF 33.32 FEET; THENCE RUN S.42°29'13"W., FOR A DISTANCE OF 10.58 FEET; THENCE RUN S.12°56'46"W., FOR A DISTANCE OF 43.54 FEET; THENCE RUN S.05°42'44"E., FOR A DISTANCE OF 63.01 FEET; THENCE RUN S.33°02'54"E., FOR A DISTANCE OF 28.21 FEET; THENCE RUN S.05°41'57"W., FOR A DISTANCE OF 28.10 FEET; THENCE RUN S.00°03'58"E., FOR A DISTANCE OF 22.54 FEET; THENCE RUN S.04°14'13"W., FOR A DISTANCE OF 38.34 FEET; THENCE RUN S.01°48'20"E., FOR A DISTANCE OF 49.05 FEET; THENCE RUN S.04°23'31"W., FOR A DISTANCE OF 13.63 FEET; THENCE RUN S.08°28'58"E., FOR A DISTANCE OF 15.93 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT I OF SAID LOCHMOOR, UNIT 1.; THENCE RUN S.89°46'59"W. ALONG THE BOUNDARY OF TRACT I OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 2,094.85 FEET, TO THE POINT OF BEGINNING; CONTAINING 67.189 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF TRACT I, LOCHMOOR, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 34 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING N.00°48'58"W.



**EXHIBIT A**

**FIGURE A-2**

**PUBLIC UTILITY EASEMENT**

(Attach Easement Description and Site Sketch Here  
and Indicate "Point of Delivery" within the Easement.)

**Exhibit "A"**  
**FIGURE A-2**

Page 1 of 4

April 1, 2002

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT  
LOCHMOOR UNIT 1  
SECTION 16 & 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 16 & 21, Township 44 South, Range 24 East, Lee County, Florida being a part of Tract "A" as shown on the Plat of Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida which tract or parcel is described as follows:


From the southeast corner of Lot 71 as shown on said plat run S 60° 00' 00" W along the northerly right-of-way line of Birkdale Avenue (60 feet wide) as shown on said plat for 78.61 feet to the Point of Beginning.

From said Point of Beginning continue S 60° 00' 00" W along said right-of-way line for 198.26 feet; thence run N 31° 22' 08" W departing said right-of-way line for 87.73 feet; thence run N 00° 09' 33" W for 56.80 feet; thence run N 51° 21' 33" E for 48.52 feet; thence run N 89° 02' 44" E for 129.22 feet; thence run S 37° 47' 28" E for 82.29 feet to the Point of Beginning.

SUBJECT TO easements, restrictions and reservation of record.

Parcel contains 23,038 square feet (0.53 acres), more or less.

Bearings hereinabove mentioned are based on Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida wherein the northerly right-of-way line of Birkdale Avenue bears S 60° 00' 00" W.

  
Michael W. Nerman (For The Firm L.B-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4500

20012961/Lee County Utility Easement 040102



April 2, 2002

DESCRIPTION

**20 FOOT ACCESS EASEMENT  
LOCHMOOR UNIT 1  
SECTION 16 & 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Sections 16 & 21, Township 44 South, Range 24 East, Lee County, Florida being a part of Tract "A" Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida which tract or parcel is described as follows:


From the southeast corner of Lot 71 as shown on said plat run S 60° 00' 00" W along the northerly right-of-way line of Birkdale Avenue (60 feet wide) as shown on said plat for 78.61 feet to the Point of Beginning.

From said Point of Beginning continue S 60° 00' 00" W along said right-of-way line for 20.19 feet; thence run N 37° 47' 28" W departing said right-of-way line for 94.54 feet; thence run N 89° 02' 44" E for 24.99 feet; thence run S 37° 47' 28" E for 82.29 feet to the Point of Beginning.

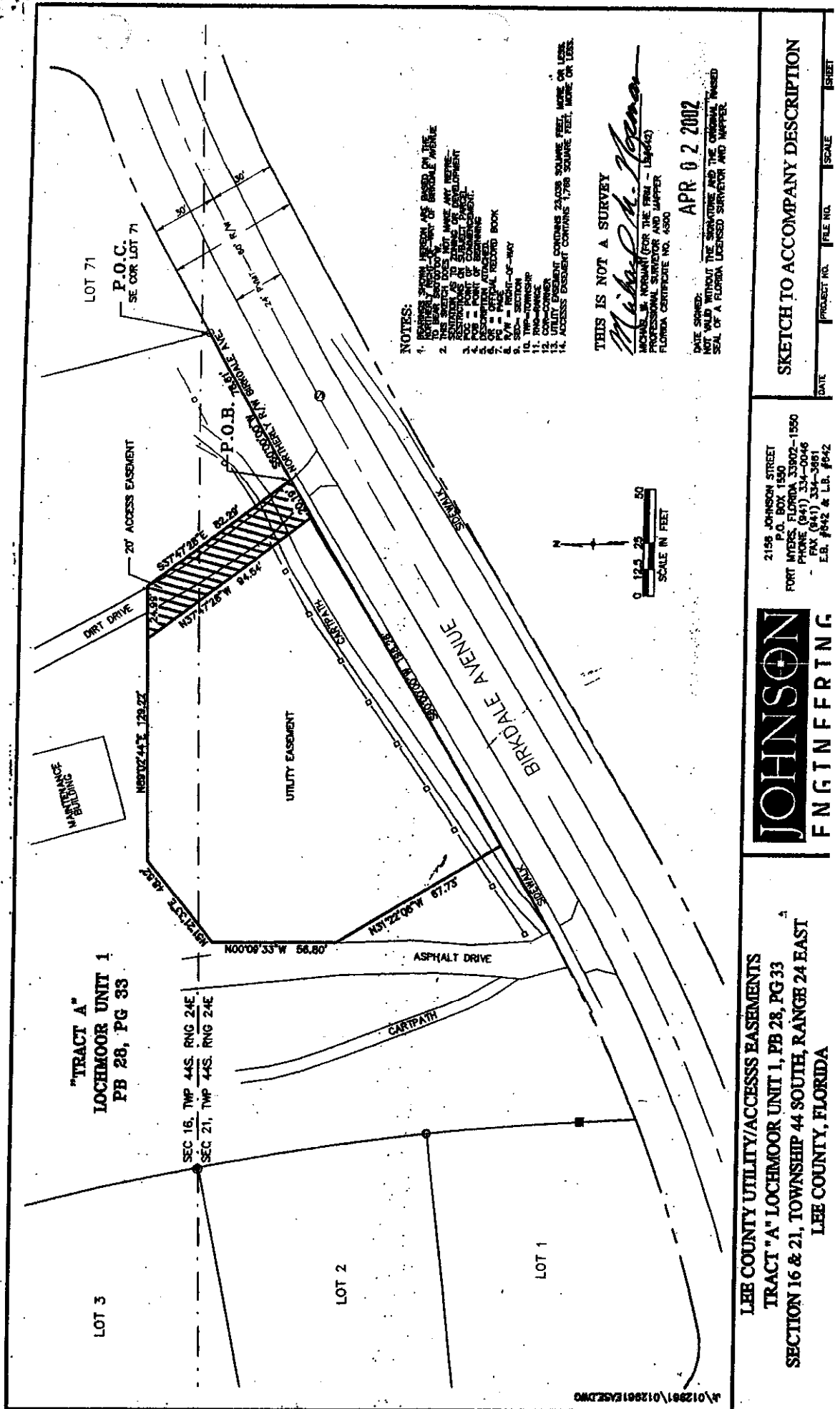
SUBJECT TO easements, restrictions and reservations of record.

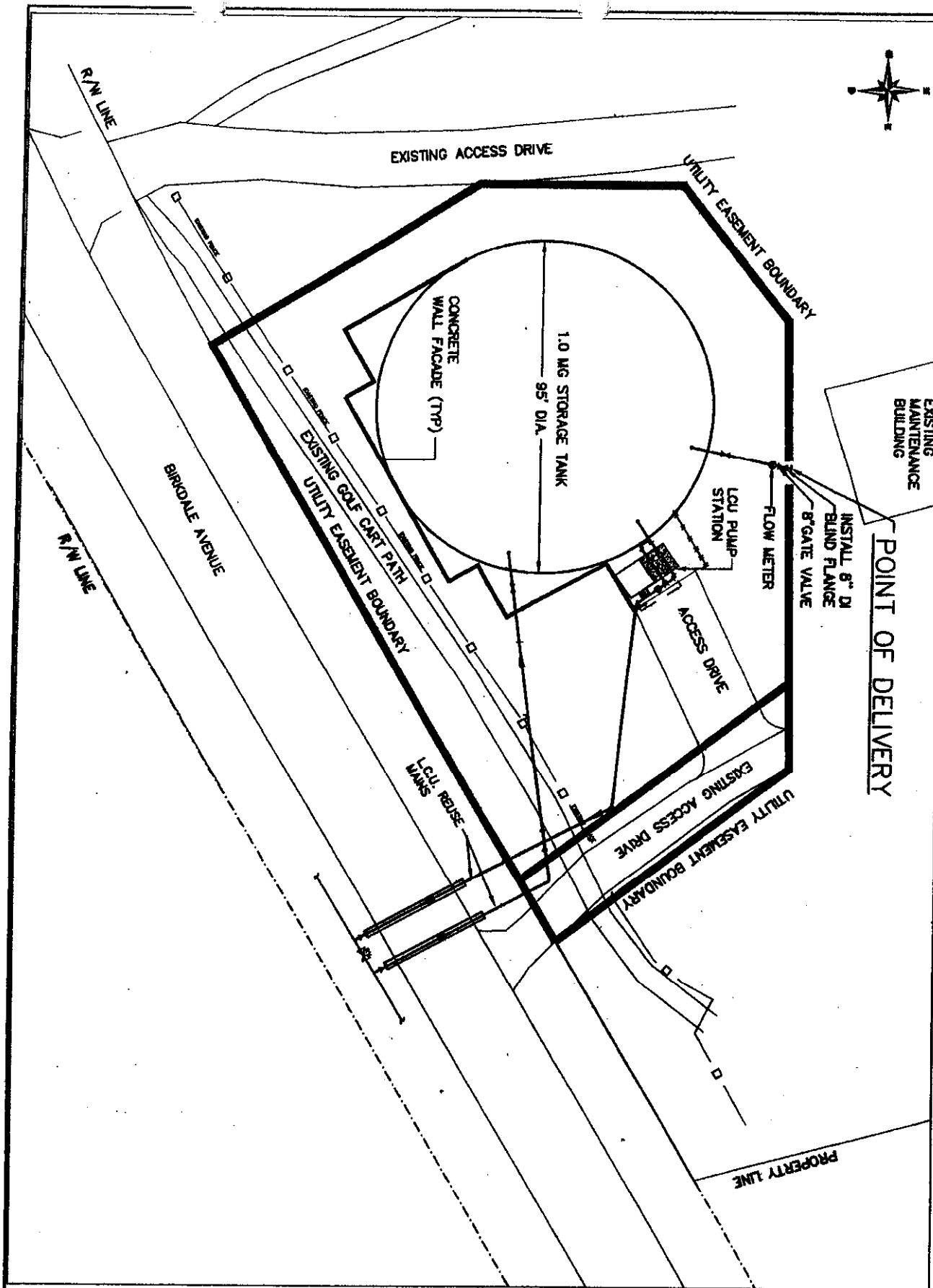
Parcel contains 1,768 square feet (0.04 acres), more or less.

Bearings hereinabove mentioned are based on Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida wherein the northerly right-of-way line of Birkdale Avenue bears S 60° 00' 00" W.

  
Michael W. Norman (For The Firm LB-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4500

**Exhibit "A"**  
**Page 3 of 4**  
**FIGURE A-2**





1.1	<p><b>EXHIBIT "A" FIGURE A-2 POINT OF DELIVERY</b>  <b>LOCHMOOR REUSE STORAGE TANK</b>          LEE COUNTY, FLORIDA</p>	<p><b>LEE COUNTY UTILITIES ENGINEERING</b>          1500 Monroe St. Fort Myers, Florida 33901          Ph. (239) 479-8181 Fax. (239) 479-8178</p>	<p><b>LEE COUNTY</b>          SOUTHWEST FLORIDA</p>
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**EXHIBIT B**  
**CONTRACT CONDITIONS BETWEEN**  
**PARADISE YACHT CLUB, INC.**  
**AND LEE COUNTY**

THE FOLLOWING conditions are agreed to by PARADISE YACHT CLUB, INC., a Florida corporation, (hereinafter referred to as "USER"), and LEE COUNTY (hereinafter referred to as "COUNTY"), for the use of reclaimed effluent water. Conditions set forth in this Exhibit B are in accordance with the Agreement and are meant to meet the specific needs of the individual USER and the COUNTY.

All conditions of this Exhibit B are specifically added to and made part of this Agreement.

**Location of Property and Distribution Points:**

The property identified by the USER to receive reclaimed water is described in Exhibit A, Figure A-1 of the Agreement. The distribution point (or Point of Delivery) to where the County is to deliver the reclaimed water shall be considered a point inside the easement shown in Exhibit A, Figure A-2.

**Quantity of Reclaimed Water:**

The COUNTY will deliver and the USER shall accept a monthly average flow of 0.4 million gallons per day (MGD) reclaimed water. Availability of the reclaimed water shall be determined by the COUNTY based upon: flow into the treatment facility, quality of the reclaimed water, and/or priority level as established in the Agreement. The maximum rate available to the USER, under these adverse conditions, will be 75% of the amount of reclaimed water available at the Waterway Estates Wastewater Treatment Plant.

The USER shall have priority to receive reclaimed water, except for the maximum 300,000 gallons per day allocated by the COUNTY to the City of Cape Coral. The COUNTY will not commit to provide reclaimed water to any other potential reclaimed water customers in the Waterway Estates reclaimed service area that would cause a need to reduce the USER's allocation unless the USER agrees in writing to adjust its allocation down to provide for another user in the service area.

**Operation and Maintenance Practices:**

The USER will apply reclaimed water in accordance with all appropriate Local, State, and Federal rules and regulations. USER shall not discharge reclaimed water into its storm water management system.

Reclaimed water irrigation systems shall protect human health and the environment, which includes, but is not limited to, the following:

1. Appropriate warning signs shall be posted around the sites utilizing reclaimed water by the USER to designate the nature of the water and its non-potability.
2. The USER will also take all reasonable precautions, including signs and labeling, to clearly identify reclaimed water systems to prevent inadvertent human consumption.
3. The USER shall ensure that no inter-connections are made between the reclaimed water system and other water systems, which includes the installation of irrigation checkvalves on existing wells that are to remain connected to the irrigation system for reclaimed water.
4. A distance of 500 feet should be maintained between the periphery of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) shallow drinking water wells.
5. A distance of 1,000 feet shall be maintained between potable water wells and holding ponds which are incorporated into the irrigation system.
6. The USER shall give approval to the COUNTY to conduct soil borings and locate monitoring wells at the perimeter of the property in areas agreeable to the USER so as not to interfere with USER'S operations. These monitoring wells shall be installed and sampled at periodic intervals by the COUNTY at the COUNTY'S expense.

#### **Cost Allocation**

All costs for operating and maintaining the USER'S irrigation distribution system shall be exclusively paid by the USER.

#### **Construction and Point of Delivery**

1. The Point of Delivery, where the COUNTY shall deliver reclaimed water to the USER shall be as shown on Exhibit A, Figure A-2, Page 4 of 4. The COUNTY agrees to pay for costs associated with providing infrastructure with a capacity to convey a minimum of 400,000 gallons per day, and a maximum of 75% of the amount of reclaimed water available at the Waterway Estates Wastewater Treatment Plant to the Point of Delivery.

2. The COUNTY will fund and construct a one million gallon, low profile dome, ground storage tank out of which the USER may draw reclaimed water from at the Point of Delivery. The location of the tank will be as shown in Exhibit A, Figure A-2. For security, the COUNTY will construct a fence around the county's pump station and tank ladder. The fencing will not be placed in such a manner as to obstruct access to the existing maintenance facility or golf cart path.
3. The USER may construct, at their expense, a pump station, down stream of the Point of Delivery for the purposes of drawing their allocated amount of reclaimed water.
4. The cost associated with operation and maintenance, of the USERS pump station shall be borne by the USER.
5. All conditions of approval of Special Exception, Number SEZ 2003-00010, shall be complied with strictly. Any deviation from these conditions must be consented to in writing by USER.

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: Lochmoor Reuse Storage Tank, Project No. 7256  
STRAP No: 16-44-24-15-0000A.0000

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
UPON BOARD ACCEPTANCE.

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

EASEMENT PURCHASE AGREEMENT

THIS AGREEMENT for the purchase and sale of a Utility Easement and Access Easement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Paradise Yacht Club, Inc., a Florida Corporation, 7401 Bay Colony Drive, Naples, Florida 34108, hereinafter referred to as GRANTOR, and LEE COUNTY, a political subdivision of the State of Florida, Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as GRANTEE.

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, GRANTOR hereby agrees to sell and GRANTEE hereby agrees to buy a utility easement and access easement referred to hereafter as the "Easements", upon the following terms and conditions.

- I. **DESCRIPTION:** A utility easement consisting of 23,038 square feet, more or less, and an access easement consisting of 1,768 square feet, more or less, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.
- II. **PURCHASE PRICE:** Amount to be paid by GRANTEE to GRANTOR at closing \$36,900.00 (\$35,400 and \$1,500), subject to Grantor providing subordination of all outstanding encumbrances against the property, if any.

- III. **FORM OF CONVEYANCE:** Said easements shall be conveyed at the time of closing by execution of an "Exclusive Ninety-Nine Year Utility Easement" and a "Ninety-Nine Year Access Easement Grant" in form and substance as appears on attached Exhibit "B".
- IV. **CLOSING EXPENSES:** Grantee agrees to pay for Documentary Stamps, Title Insurance, and recording fees, upon Grantor conveying said easement.
- V. **CONDITIONS AND LIMITATIONS:** It is mutually understood by the parties that this Easement Purchase Agreement is presented by GRANTEE subject to final Board of County Commissioners' acceptance. Notice of final Board acceptance shall be evidenced by GRANTEE'S signature of this Agreement and delivery to GRANTOR. In the event the Grantee abandons this project after execution of this Agreement, but before closing, Grantee may terminate this Agreement without obligation.
- VI. **CLOSING DATE:** As time is of the essence for closing this transaction, this transaction shall be closed and the instrument of conveyance delivered within sixty (60) days of the date of final Board acceptance. The closing shall be held at the issuing title insurance agency. The time and location of such closing may be changed by mutual agreement of the parties.
- VII. **TYPEWRITTEN OR HANDWRITTEN PROVISION:** Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

**GRANTOR:**

Paradise Yacht Club, Inc.,  
A Florida Corporation

Witnesses:

Ruth Woebbecking  
1st WITNESS Signature

Ruth Woebbecking  
Printed name of 1st Witness

Kristi A. Haeflich  
2nd WITNESS Signature

Kristi A. Haeflich  
Printed name of 2nd Witness

By: S. A. [Signature]

President  
Title

(CORPORATE SEAL)

**ATTEST:**

CHARLIE GREEN, CLERK

**GRANTEE:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman or Vice-Chairman      Date

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Office of County Attorney

April 1, 2002

Page 1 of 3

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT  
LOCHMOOR UNIT 1  
SECTION 16 & 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 16 & 21, Township 44 South, Range 24 East, Lee County, Florida being a part of Tract "A" as shown on the Plat of Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida which tract or parcel is described as follows:


From the southeast corner of Lot 71 as shown on said plat run S 60° 00' 00" W along the northerly right-of-way line of Birkdale Avenue (60 feet wide) as shown on said plat for 78.61 feet to the Point of Beginning.

From said Point of Beginning continue S 60° 00' 00" W along said right-of-way line for 198.26 feet; thence run N 31° 22' 08" W departing said right-of-way line for 87.73 feet; thence run N 00° 09' 33" W for 56.80 feet; thence run N 51° 21' 33" E for 48.52 feet; thence run N 89° 02' 44" E for 129.22 feet; thence run S 37° 47' 28" E for 82.29 feet to the Point of Beginning.

SUBJECT TO easements, restrictions and reservation of record.

Parcel contains 23,038 square feet (0.53 acres), more or less.

Bearings hereinabove mentioned are based on Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida wherein the northerly right-of-way line of Birkdale Avenue bears S 60° 00' 00" W.

  
Michael W. Norman (For The Firm L.B-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4500

20012961/Lee County Utility Easement 040102

April 2, 2002

DESCRIPTION

**20 FOOT ACCESS EASEMENT  
LOCHMOOR UNIT 1  
SECTION 16 & 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Sections 16 & 21, Township 44 South, Range 24 East, Lee County, Florida being a part of Tract "A" Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida which tract or parcel is described as follows:

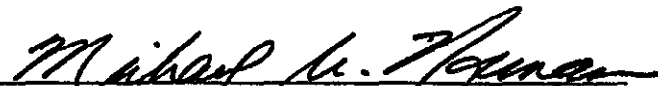
From the southeast corner of Lot 71 as shown on said plat run S 60° 00' 00" W along the northerly right-of-way line of Birkdale Avenue (60 feet wide) as shown on said plat for 78.61 feet to the Point of Beginning.

From said Point of Beginning continue S 60° 00' 00" W along said right-of-way line for 20.19 feet; thence run N 37° 47' 28" W departing said right-of-way line for 94.54 feet; thence run N 89° 02' 44" E for 24.99 feet; thence run S 37° 47' 28" E for 82.29 feet to the Point of Beginning.

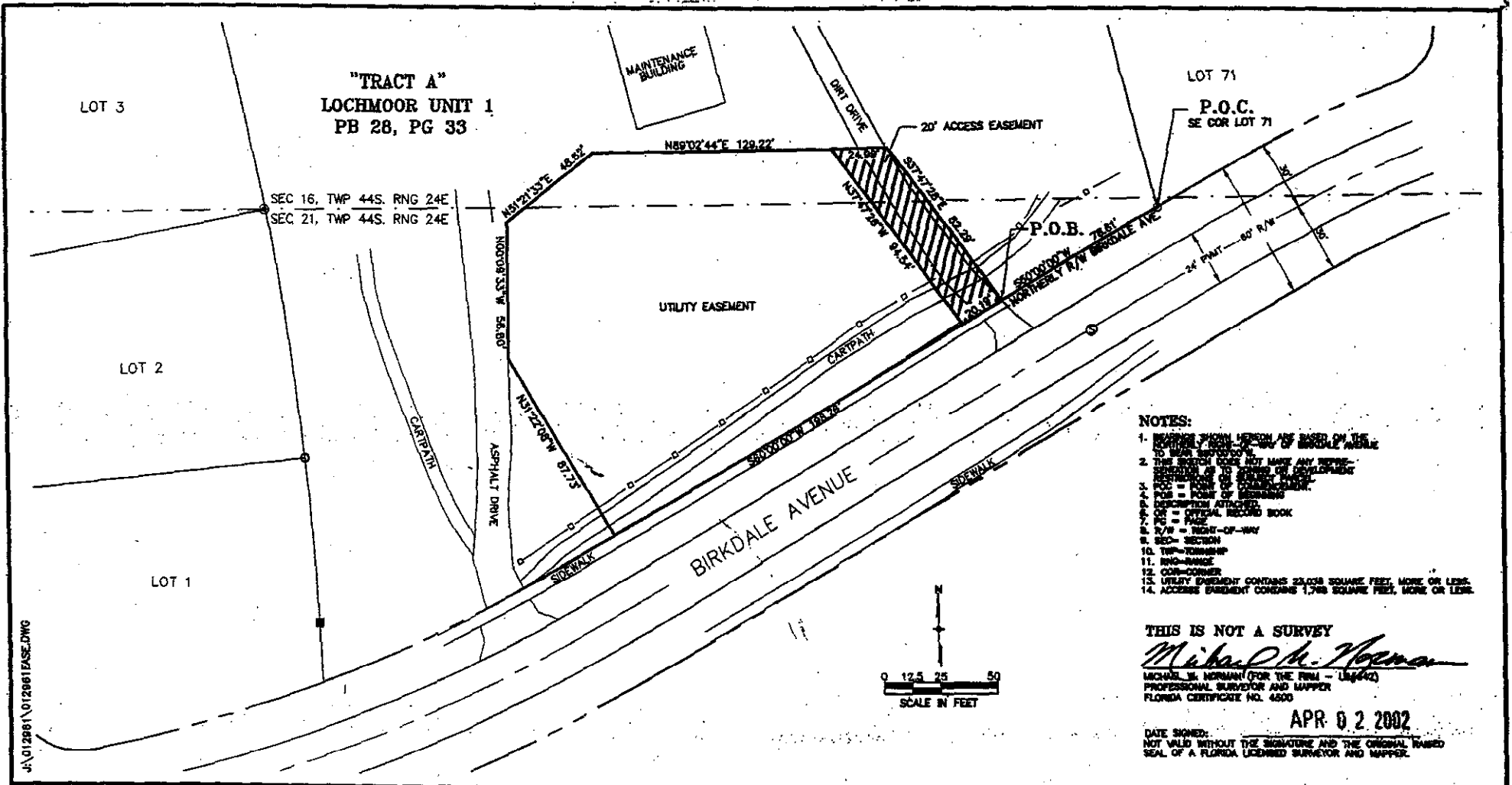
SUBJECT TO easements, restrictions and reservations of record.

Parcel contains 1,768 square feet (0.04 acres), more or less.

Bearings hereinabove mentioned are based on Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida wherein the northerly right-of-way line of Birkdale Avenue bears S 60° 00' 00" W.

  
Michael W. Norman (For The Firm LB-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4500

20012961/20' Access Easement 040202



- NOTES:**
1. BEARING FROM HEREIN ARE BASED ON THE TO BEAR BY DEED.
  2. THIS IS A SKETCH AND DOES NOT MAKE ANY REPRESENTATION AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY EASEMENTS OR OTHER RIGHTS.
  3. P.O.B. = POINT OF BEGINNING.
  4. P.O.C. = POINT OF CORNER.
  5. DESCRIPTION ATTACHED.
  6. P.C. = OFFICIAL RECORD BOOK.
  7. P.C. = PAGE.
  8. R/W = RIGHT-OF-WAY.
  9. SEC. = SECTION.
  10. TWP. = TOWNSHIP.
  11. RANG. = RANGE.
  12. COR. = CORNER.
  13. UTILITY EASEMENT CONTAINS 23,038 SQUARE FEET, MORE OR LESS.
  14. ACCESS EASEMENT CONTAINS 1,748 SQUARE FEET, MORE OR LESS.

THIS IS NOT A SURVEY  
*Michael M. Norman*  
 MICHAEL M. NORMAN (FOR THE FIRM - L16442)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: APR 02 2002  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

J:\012981\012981EASE.DWG

LEE COUNTY UTILITY/ACCESS EASEMENTS  
 TRACT "A" LOCHMOOR UNIT 1, PB 28, PG 33  
 SECTION 16 & 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

**JOHNSON ENGINEERING**

2158 JOHNSON STREET  
 P.O. BOX 1850  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (941) 334-0048  
 FAX (941) 334-3881  
 E.S. #842 & L.B. #842

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
4/01/02	20012981	16-44-24	1" = 50'	.1 OF 1

Exhibit "A"  
 Page 3 of 3

**THIS SPACE FOR RECORDING**

**GRANT OF AN EXCLUSIVE, NINETY-NINE (99) YEAR UTILITY EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, between Paradise Yacht Club, Inc., a Florida Corporation, Owner, whose address is 7401 Bay Colony Drive, Naples, Florida 34108, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398, hereinafter "Grantee":

**WITNESSETH**

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a ninety-nine (99) year utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain certain public utility facilities, to wit: a reclaimed water storage tank, with all appurtenances thereto, to be located on, under, above, across, through and within the exclusive easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and maintain said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The exclusive utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this exclusive easement is to be reserved for the public utility lines, water storage tanks, mains, or other utility facilities, and for any landscaping (excluding trees that may negatively impact the intended use). Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. Grantor covenants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines, electrical transmission or distribution lines, telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of the described real property (Exhibit "A"), having good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this easement and the quiet possession thereof against all claims and demands of all other entities.

6. The existing golf cart path within the easement area will remain and public use of the path will continue.

7. The term of this easement shall commence on the date accepted by the Lee County Board of County Commissioners on behalf of Lee County, and shall terminate after a term of ninety-nine (99) years.

8. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 28 day of July, 2004.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

Paradise Yacht Club, Inc., a Florida Corporation

Ruth Woebbecking  
1st WITNESS Signature

By: D.S. Charne

Ruth Woebbecking  
Printed name of 1st Witness

President  
Title

Kristi A. Haiflich  
2nd WITNESS Signature

(CORPORATE SEAL)

Kristi A. Haiflich  
Printed name of 2nd Witness

STATE OF Indiana )  
COUNTY OF Allen )

The foregoing instrument was acknowledged before me this 28 day of July, 2004,  
by Duane DuCharme, President of Paradise  
(name of officer or agent, title of officer or agent)

Yacht Club, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has  
produced in person as identification.  
(type of identification)

Kristi A. Haiflich  
(Signature of Notary Public)

KRISTI A. HAIFLICH, Notary Public  
Allen County, State of Indiana

(Name typed, printed or stamped)  
(Title or Rank) Commission Expires 9/20/2007  
(Serial Number, if any)

Exhibit "B"

Page 2 of 4

Project: Lochmoor CC Reuse Storage Tank, Project No. 7256  
STRAP No.: 16-44-24-15-0000A.0000

This Space for Recording

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**NINETY-NINE (99) YEAR ACCESS EASEMENT GRANT**

This document, made and entered into between Paradise Yacht Club, Inc., a Florida Corporation, Owner, whose address is 7401 Bay Colony Drive, Naples, Florida 34108, hereinafter "Grantor", and Lee County, a political subdivision of the State of Florida, P.O. Box 398, Fort Myers, Florida 33902-0398, hereinafter "Grantee".

**WITNESSETH:**

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, a ninety-nine (99) year access easement for the purpose of providing access to Grantor's adjacent property, so that Grantee's employees, consulting engineers, contractors, and other representatives, vehicles, and equipment will have ingress and egress for construction and perpetual maintenance of a reclaimed water storage tank facility, together with all appurtenances.  
The access easement is situated in Lee County, Florida, more particularly described in Exhibit "B" attached hereto and incorporated herein.
2. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the adjacent property will be restored by the County to the condition in which it existed prior to the damage.
3. Grantor covenants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines, electrical transmission or distribution lines, telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of the described real property (Exhibit "B"), having good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the public records, and accordingly, Grantor will forever warrant and defend the title and terms to this easement and the quiet possession thereof against all claims and demands of all other entities.
4. The easement, rights and privileges granted herein are non-exclusive, and Grantor reserves the right to convey similar rights and easements to other persons, except those rights and easements that may interfere with and prevent the use by County of the easement. Grantor also retains, reserves, and will continue to enjoy use of the property for purposes that do not interfere with or prevent the use by Grantee of the easement.
5. The easement area will be jointly utilized for access to the golf course maintenance facility and to the reclaimed water storage tank facility. The existing golf cart path within the easement area will remain and public use of the path will continue.

- 6. The term of this easement shall commence on the date accepted by the Lee County Board of County Commissioners on behalf of Lee County, and shall terminate after a term of ninety-nine (99) years.
- 7. This instrument will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 28 day of July, 2004.

TWO SEPARATE WITNESSES:

Paradise Yacht Club, Inc., a Florida Corporation

Ruth Woebeking  
1st WITNESS Signature

By: D. S. Charne

Ruth Woebeking  
Printed name of 1st Witness

President  
Title

Kristi A. Haiflich  
2nd WITNESS Signature

(CORPORATE SEAL)

Kristi A. Haiflich  
Printed name of 2nd Witness

STATE OF Indiana

COUNTY OF Allen

The foregoing instrument was acknowledged before me this 28 day of July, 2004, by DUANE DuCHARME, President of Paradise Yacht Club, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced in person as identification.

(name of officer or agent, title of officer or agent)  
(type of identification)

Kristi A. Haiflich  
Signature of Notary Public

(SEAL)

KRISTI A. HAIFLICH, Notary Public  
Allen County, State of Indiana  
(Name typed, printed or stamped)  
(Title or Rank) My Commission Expires 9/20/2007  
(Serial Number, if any)



This instrument prepared by:  
Division of County Lands  
P. O. Box 398  
Ft. Myers, Florida 33902-0398

Project: Lochmoor Reuse Storage Tank, Project No. 7256

STRAP No.: 16-44-24-15-0000A.0000

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 3<sup>rd</sup> day of August, 2004, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Paradise Yacht Club, Inc., a Florida Corporation  
7401 Bay Colony Drive, Naples, Florida 34108

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Duane DuCharme 7401 Bay Colony Dr. Naples, FL 34108
2. Michelle Kis 4016 Arrowhead Way Sarasota, FL 34322
3. Greggory DuCharme 4701 Lincolnway East Columbia City, IN 46725
4. \_\_\_\_\_

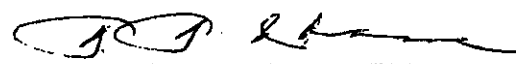
The real property to be conveyed to Lee County is described on attached Exhibit A.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

  
Witness Signature

JAN C. HEUER  
Printed Name

  
Signature of Affiant

DUANE DUCHARME  
Printed Name

  
Witness Signature

ELIZABETH D SHROCK  
Printed Name

**Affidavit of Interest in Real Property**

Project: Lochmoor CC Reuse Storage Tank, Project No. 7256

STRAP No.: 16-44-24-15-0000A.0000

STATE OF INDIANA

COUNTY OF ALLEN

SWORN TO AND SUBSCRIBED before me this 4<sup>th</sup> day of August, 2004,

by Duane DuCharme  
(name of person acknowledged)

(SEAL)

[Signature]  
(Notary Signature)

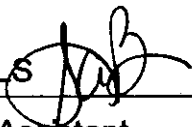
[Signature]  
(Print, type or stamp name of Notary)

Personally known \_\_\_\_\_  
OR Produced Identification X  
Type of Identification FL. DRIVER LICENSE  
DL-265-145-41-369-0

**Division of County Lands**

**Updated In House Title Search**  
Search No. 22020  
Date: June 29, 2004  
Parcel:  
Project: Lochmoor Tank Easement  
Project 7256

To: Teresa L. Mann, SRWA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 16-44-24-15-0000A.0000

An update has been requested of In House Title Search No. 22020 which covers the period beginning August 8, 1972, at 8:00 a.m. and is now complete through May 27, 2004, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

**Paradise Yacht Club, Inc., a Florida corporation**

by that certain instrument dated March 30, 2004, recorded April 1, 2004, in Official Record Book 4243, Page 4827, Public Records of Lee County, Florida.

**Subject to:**

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Agreement between NationsBank of Florida, N.A. and Resort Enterprises, Inc., recorded in Official Record Book 2538, Page 1803, as modified by instrument recorded in Official Record Book 2677, Page 3309, and assigned to First Community Bank of Southwest Florida, by instrument recorded in Official Record Book 3216, Page 1067, Public Records of Lee County, Florida.
3. Mortgage executed by Resort Enterprises, Inc., a Florida Corporation, to NationsBank N.A (South), dated February 5, 1996, recorded February 8, 1996, in Official Record Book 2674, Page 3191, as modified by instrument recorded in Official Record Book 2961, Page 2838; assigned to First Community Bank of Southwest Florida, by instrument recorded in Official Record Book 3216, Page 1067; Spreader Agreement recorded in Official Record Book 3216, Page 1074; amended and restated in instrument recorded in Official Record Book 3216, Page 1077; and Receipt of Future Advance recorded in Official Record Book 3216, Page 1086, Public Records of Lee County, Florida.

## Division of County Lands

**Updated In House Title Search**  
Search No. 22020  
Date: June 29, 2004  
Parcel:  
Project: Lochmoor Tank Easement  
Project 7256

4. Financing Statement between Resort Enterprises, Inc. (Debtor) and NationsBank, N.A. (South) (Secured Party), recorded in Official Record Book 2674, Page 3215, as assigned to First Community Bank of Southwest Florida, by instrument recorded in Official Record Book 3216, Page 1073, Public Records of Lee County, Florida,
5. Agreement Not to Encumber or Transfer Property between Resort Enterprises, Inc. and NationsBank, N.A., recorded in Official Record Book 2961, Page 2843, as assigned to First Community Bank of Southwest Florida, by instrument recorded in Official Record Book 3216, Page 1067, Public Records of Lee County, Florida.
6. Assignment of Rents, Leases, Profits and Contracts between Resort Enterprises, Inc. and First Community Bank of Southwest Florida, recorded in Official Record Book 3216, Page 1089, Public Records of Lee County, Florida.
7. Mortgage executed by Paradise Yacht Club, Inc., a Florida corporation and Duane E. Ducharme and Marcia E. Ducharme, husband and wife in favor of Orion Bank, dated March 31, 2004, recorded April 1, 2004, in Official Record Book 4243, Page 4836, Public Records of Lee County, Florida.
8. U.C.C. between Paradise Yacht Club, Inc., a Florida corporation and Orion Bank, recorded April 1, 2004 in Official Record Book 4243, Page 4866, Public Records of Lee County, Florida.

**Tax Status:** 2003 taxes have been paid in full.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

# Schedule X

Parcel

Project: Lochmoor Tank Easement #7256

Search No. 22020

## 20 FOOT ACCESS EASEMENT

LOCHMOOR UNIT 1

SECTION 16 AND 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST

LEE COUNTY, FLORIDA

A tract or parcel of land lying in Sections 16 and 21, Township 44 South, Range 24 East, Lee County, Florida being a part of Tract "A" Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida which tract or parcel is described as follows:

From the southeast corner of Lot 71 as shown on said plat run S 60°00'00" W along the northerly right-of-way line of Birkdale Avenue (60 feet wide) as shown on said plat for 78.61 feet to the Point of Beginning. From said Point of Beginning continue S 60°00'00" W along said right-of-way line for 20.19 feet; thence run N 37°47'28" W departing said right-of-way line for 94.54 feet; thence run N 89°02'44" E for 24.99 feet; thence run S 37°47'28" E for 82.29 feet to the Point of Beginning. SUBJECT TO easements, restrictions and reservations of record. Parcel contains 1,768 square feet (0.04 acres), more or less.

Bearings hereinabove mentioned are based on Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida wherein the northerly right-of-way line of Birkdale Avenue bears S 60°00'00" W.

# Schedule X

Parcel

Project: Lochmoor Tank Easement #7256

Search No. 22020

**LEE COUNTY UTILITY EASEMENT  
LOCHMOOR UNIT 1  
SECTION 16 AND 21, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Sections 16 and 21, Township 44 South, Range 24 East, Lee County, Florida being a part of Tract "A" as shown on the Plat of Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida which tract or parcel is described as follows:

From the southeast corner of Lot 71 as shown on said plat run S 60°00'00" W along the northerly right-of-way line of Birkdale Avenue (60 feet wide) as shown on said plat for 78.61 feet to the Point of Beginning. From said Point of Beginning continue S 60°00'00" W along said right-of-way line for 198.26 feet; thence run N 31°22'08" W departing said right-of-way for 87.73 feet; thence run N 00°09'33" W for 56.80 feet; thence run N 51°21'33" E for 48.52 feet; thence run N 89°02'44" E for 129.22 feet; thence run S 37°47'28" E for 82.29 feet to the Point of Beginning. SUBJECT TO easements, restrictions and reservation of record. Parcel contains 23,038 square feet (0.53 acres), more or less.

Bearings hereinabove mentioned are based on Lochmoor Unit 1 as recorded in Plat Book 28 at Page 33, Public Records of Lee County, Florida wherein the northerly right-of-way line of Birkdale Avenue bears S 60°00'00" W.

Florida Department of State, Division of Corporations

Corporations Online

www.sunbiz.org

Public Inquiry

Florida Profit

PARADISE YACHT CLUB, INC.

PRINCIPAL ADDRESS  
7401 BAY COLONY DRIVE  
NAPLES FL 34108 US  
Changed 05/07/1997

MAILING ADDRESS  
7401 BAY COLONY DRIVE  
NAPLES FL 34108  
Changed 03/01/1999

<b>Document Number</b> P95000081566	<b>FEI Number</b> 650630389	<b>Date Filed</b> 10/20/1995
<b>State</b> FL	<b>Status</b> ACTIVE	<b>Effective Date</b> 10/19/1995
<b>Last Event</b> AMENDMENT	<b>Event Date Filed</b> 03/29/2004	<b>Event Effective Date</b> NONE

Registered Agent

Name & Address
GARLICK, THOMAS B 5551 RIDGEWOOD DR STE 101 NAPLES FL 34108
Address Changed: 04/03/2002

Officer/Director Detail

Name & Address	Title
DUCHARME, DUANE 7401 BAY COLONY DR NAPLES FL 34108	P
DUCHARME, MARCIA E 7401 BAY COLONY DR NAPLES FL 34108	VSD

Annual Reports

Report Year	Filed Date
2002	04/03/2002
2003	04/09/2003
2004	03/10/2004

October 15, 2003

Robert G. Clemens  
Acquisition Program Manager  
Lee County - Division of County Lands  
P.O. Box 398  
Ft. Myers, FL 33902-0398

SUBJECT: Market Value Appraisal  
Lochmoor Reuse Storage Tank Utility Easement  
Project No.: 7256  
N. Side of Birkdale Avenue  
North Ft. Myers, Lee County, FL 33903  
Integra Southwest Florida File No. 03-09-01

Dear Mr. Clemens:

Integra Realty Resources - Southwest Florida is pleased to transmit the summary report of a complete appraisal that was prepared on the referenced property. The purpose of this appraisal is to develop an opinion of the market value of those property rights acquired by Lee County, as of October 15, 2003, the effective date of the appraisal. The attached report sets forth the data, research, analyses, and conclusions for this appraisal.

This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the *Uniform Standards of Professional Appraisal Practice (USPAP)* for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.

The subject property contains 0.5695 acres, or 24,806 square feet of gross land area. It is an irregular shaped tract located along the northerly edge of Birkdale Avenue, adjacent to the Lochmoor Country Club maintenance facility. The subject property is further described as part of "Tract A", Lochmoor Unit One (Plat Book 28, Page 33).

The subject property of this appraisal assignment is the subject of a proposed partial acquisition by Lee County, in regards to installation, construction and maintenance of water reuse storage tank. The proposed **partial acquisition areas** consist of two (2) *easement acquisitions*. The easement rights which are proposed to be acquired by Lee County are

LOCAL EXPERTISE...NATIONALLY



identified as an *exclusive perpetual utility easement* and a *permanent access easement*. The proposed partial acquisition areas include a 0.53 acre Perpetual Utilities Easement (PUE) and a 0.04 acre Access Easement (AE), herein identified as Project No. 7256. These areas are summarized as follows:

- **Perpetual Utilities Easement:** The proposed perpetual utilities easement is an irregular shaped tract, containing 0.53 acres or 23,038 square feet, located along the north side of Birkdale Avenue, just south of the Lochmoor Country Club maintenance facility. Improvements located within the proposed easement area include some site improvements, asphalt cart path and wooden split rail fence, and some landscaping. The proposed perpetual utilities easement interest shall give the Grantee (Lee County) the right of perpetual easement for the purpose of construction and maintenance of a 95 foot diameter water reuse storage tank, a concrete block wall façade, an electrical control room and two reuse pumps. Please refer to Addendum D for a copy of the Grant Of An Exclusive Perpetual Utility Easement Draft for information concerning the proposed interests to be acquired.
- **Permanent Access Easement:** The access easement is a rectangular shaped tract, containing 0.04 acre or 1,768 square feet, the is approximately 20 feet wide and runs in a northerly direction from Birkdale Avenue for approximately 90 feet. The access easement is located along the east edge of the proposed perpetual utility easement. Improvements located within the access easement include a cart path. The proposed access easement shall give the Grantee (Lee County) the right of access to the adjacent property so that the Grantee's employees and other representatives will have ingress and egress for construction and maintenance of a water storage tank facility. Please refer to Addendum D for a copy of the Grant Of Permanent Access Easement Draft for information concerning the proposed interests to be acquired.

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed therein, it is our opinion that the market value of those property rights acquired by Lee County, as of October 15, 2003, is:

<b>Perpetual Utilities Easement:</b>	<b>\$35,400</b>
<b>Permanent Access Easement:</b>	<b><u>1,500</u></b>
<b>Total Acquisition</b>	<b>\$36,900</b>

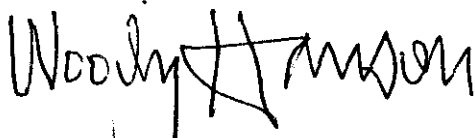
The preceding value conclusion is subject to the following Extraordinary Assumption:

Robert G. Clemens  
Lee County - Division of County Lands  
October 15, 2003  
Page 3

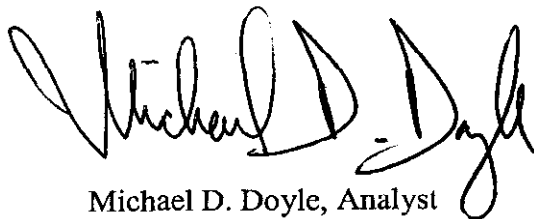
1. The compensation estimate above assumes that Lee County, will restore/or repair minor site improvements which are affected by the proposed acquisition.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM  
State Certified General Real Estate Appraiser  
Florida Certificate #RZ 0001003



Michael D. Doyle, Analyst  
State Certified General Real Estate Appraiser  
Florida Certificate #RZ 0002048